

Jefferson County Circuit Court
Case Files - Civil

May 1876 No. 22

Box

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Folder

68

State ex rel

Long, William Thomas

vs.

Jennings, Mark C.

Frissell, Willard

Guardian Bond

\$2,000 damages for mismanagement
of plaintiff's assets

State of Missouri County
of Jefferson In the Circuit Court

The State of Missouri in the citation
and to the use of William Thomas
Long Plaintiff

vs

Mark C. Jennings and Willard Inghill
Defendants

Said plaintiff in the citation
and to the use of William Thomas Long
for Cause of action states; that at
the January Term, for the year 1864,
✓ of the County Court of Jefferson
County aforesaid, the said Mark
C. Jennings was duly appointed
guardian of the said Thomas
Long a minor nine years old,
that afterwards to wit on the 27th
✓ day of February 1864 said Mark
C. Jennings as such guardian
as principal with said Willard Inghill
and one Paschal H. Buren, now
dead, as securities, made, executed
and delivered their written obligation
^{as copy of which is herewith filed}
under their hands and seals
in words and figures as follows, to wit,

"Know all men by these presents
that I Mark C. Gummings as principal
and Willard Furbell and Paschal
H. Buren as securities are held
and firmly bound unto the State
of Missouri in the full and just
sum of one thousand dollars
lawful money of the United States
to which payment well and
truly to be made we bind
ourselves our heirs executors
and administrators and
for the use of William Thomas
Long a minor hereinafter
named and mentioned

The Condition hereof is such that
whereas the County Court for
the County of Jefferson at the
January Term thereof in the
year 1864 appointed Mark
C. Gummings guardian of the
above named Wm Thomas Long
a minor age nine years
now if the said Mark C Gummings
above named shall well truly
and faithfully discharge the duties
of guardian aforesaid according

and afterwards to wit on the day of May
1867 said Jennings received into his hands
from said of real estate in partition in the Jefferson
circuit court the further sum of five hundred
and forty four dollars belonging to said William
Thomas Long

*

to law - then this obligation to be void
else to remain in full force and
virtue" dated at said County
this 27th day of February 1864

Mark C. Jennings (seal)

P. A. Brown (seal)

W. H. Fiske (seal)

That said bond was afterwards duly
filed approved and recorded and
thereupon the said Mark C.
Jennings took upon himself the
duties of guardian aforesaid
and collected and received into
his hands belonging to the estate of
said William Thomas Long bonds
and notes and bills receivable bearing
interest at the rate of ten per cent
per annum from the 1st day of
September 1863 to the amount
of \$326 $\frac{20}{100}$ - and Cash on hand
to the amount of \$515 - *

Plaintiff states that the said Mark
C. Jennings after having received
said large sums of money as
aforesaid he did not perform the
duties of his office, and the trust
taken upon himself as such guardian

in this that said guardian did not loan the said sum of money in his hands at the highest legal rate of interest that could have been obtained nor at any interest whatever, that he failed neglected and refused to make annual settlements of his accounts as such guardian, ~~nor~~ or to account for said annual interest; that from the April Term of said County Court 1865 up to the present time he has failed neglected and refused to make any settlement of said Prads estate, or to make any report of the condition of the same or to show what disposition he had made of said large sum of money in his hands.

Plaintiff further states that said William Thomas Long reached his majority on the day of July 1875. yet said guardian has not yet made nor offered to make any settlement of the amount of money due said Long in his hands, but withholds the same

and refuses to account therefor or
any part thereof. Wherefore plaintiff
says that by the said actings and
doings of said Mark C. Jones
guardian as aforesaid, and by
reason of his negligence and
omissions of duty as aforesaid
the said William Thomas Long
has sustained damage by the
breach of said bond in the sum
of two thousand dollars.

Plaintiff prays judgment for the
penalty of said bond, with
costs, and for the further judgment
that plaintiff have execution for
the amount of said damages.

P. P. P. P.

Plt's atty.

Jefferson Circuit
Court

May Term
1876

State of Missouri at and
to use of William
Shuman Long
vs

W. C. Jennings
Willard Trippe

Petition on guardian
Bond.

The clerk will
issue

Pickin for

Filed March 6th 1876
Thos. Horine
Clerk

The State of Missouri, } ss.
COUNTY OF JEFFERSON.

The State of Missouri,

TO THE SHERIFF OF THE COUNTY OF JEFFERSON—GREETING:

*I do command you, that you summon Mark L. Jennings
and Willard Frisell*

*if he be found in your County, that he be and appear before the Honorable Judge of
our Circuit Court, on the first day of the next term thereof, to be begun and held at
the town of Hillsboro, within and for the County of Jefferson, on the second
~~Monday after the fourth~~ Monday of May next, then and there to
answer unto*

*The State of Missouri in the relation
and to the use of William Thomas Long*

*upon her original petition, a copy whereof is hereunto annexed
and accompanies this writ, and have you then there this writ.*

Witness, C. THO. HORINE, Clerk of our said
Circuit Court, with the seal thereof hereunto af-
fixed, at office in Hillsboro, this 8th day
of ~~March~~ March A. D., 1876.

C. Tho. Horine, Clerk Circuit Court.

No. 22
4394

RETURNABLE

TO

JEFFERSON CIRCUIT COURT.

May TERM, 1876

The State of Missouri
in the relation and
to the use of
William Thomas Long

vs

James E. Jennings
Wise and Finsell

Original

Sheriff's Fees \$2.00

I Executed this writ at the County of Jefferson
in the State of Missouri this 1st day of March
AD 1876 by delivering to the within named Mr. Jennings
a true copy of the within writ and Petition as
furnished me by the Clerk at Hillsboro Jefferson Mo
he being the first served & I further executed
this writ on 15th day of April AD 1876 by delivering
to the within named Willard Finsell a true
copy of the within writ of Summons as furnished
me by said Clerk

T. B. Mose Sheriff
By H. D. Dyer Deputy

J. H. Buren 
W. Friswell 

Recorded May 27th 1864

Samuel A. Reppy clerk

per R. W. McMullin Deputy

State of Missouri }
County of Jefferson }

I, The undersigned Judge
of Probate in & for said County,
Certify That- the above and foregoing
is a correct copy of the Bond of
Mark C. Jennings as Guardian of
William Thomas Long as fully as
the same is of Record and on file
in my office I being by Law the
Custodian of The Records and files
of Matters of Probate & Guardianship
had in the County Court of said County
while it had jurisdiction of said
Matters -

Witness my hand and
the Seal of the Probate
Court of said County
at office therein February
28th 1876, - W. Williams
Judge of Probate

Know all men by these presents that ~~that~~ I, Mark C. Jennings as principal and Willard Hisselle and paschal H. Kuren as securities are held and firmly bound unto the State of Missouri in the full and just sum of one Thousand Dollars Lawful money of the United States to which payment well and truly to be made we bind our selves, our heirs Executors and Administrators to and for the use of William Thomas Long a minor hereinafter named and mentioned,

The Condition hereof is such that Whereas the County Court for the County of Jefferson at the January Term thereof in the Year 1864 appointed Mark C. Jennings Guardian of the above named Wm Thomas Long a minor aged nine years, Now if the said Mark C. Jennings above bounden shall well, truly, and faithfully discharge the duties of his of Guardian aforesaid according to Law then this obligation to be void Else to remain in full force and virtue

Dated at said County, this 27th day of February 1864 - Mark C. Jennings Seal

Free copy ----- 25¢
cert, & seal ----- 50
75¢

The State to the use of
William Thomas Long
Plaintiff

Mark C. Jennings and
Willard Frissell, Defendants

In the Jefferson Circuit Court.

Now come said Defendants and
for answer to the petition of the Plain-
tiff heretofore filed in this behalf state
that they deny that Mark C. Jennings
as the Guardian of William Thomas Long
or otherwise received into his hands
bonds, notes or bills receivable, belonging
to said Long amounting ten per cent
interest from Sept 1 1862 to the
amount of \$326²⁴ or any sum
whatever or that he received in cash
\$515 or any sum whatever. They
deny that said Jennings failed to
account for or pay over to said
Long any sum of money belonging
to him as is in said petition charged.
They admit that said Jennings made
a settlement as Guardian of said
Long in the County Court of said County
in April 1865 in which settlement he

changed himself with \$326 ²⁰ for bills
receivable and \$5.15 on account
Cash on hand as belonging to said
Ward but they charge that these
sums of money were not due nor
due said Long and were charged
by said Jennings as belonging to said
Long by mistake of the facts in this:
James Long departed this life about
1837 Testate leaving him surviving
his wife Isabella and two children Wm.
Thomas Long the party for whose use
this suit is brought and James B. Long.
The said James Long by his will devised
to his wife Isabella all his lands for and
during ~~his~~ ^{her} natural life and after her
death to his said children ~~or the survivor~~
~~of them~~ that might then be living and
to his said wife he bequeathed his personal
estate out of which she was directed to
pay the debts of the Testator and to raise
and educate his children. She was
appointed executrix of said will and she
qualified as such and took charge
of said estate and settled it up paying
the expenses of administration & the
debts paid decreed. At her final
settlement said estate made on

the 9th day of January 1861 in said County
 Court a balance of \$884⁰⁰ was found
 to be due by her to said Estate. Said
 County at that settlement found
 as a fact and so adjudged that the
 whole of said sum of \$884⁰⁰ belong-
 ed to said Isabella by virtue of the terms
 of said will but on her application with-
 out any consideration whatsoever moving
 taken from said children or otherwise
 the said Court ordered that she take
 one third of said balance and the
 two children take one third each.
 The said James B. afterwards departed
 this life ~~testate~~ in testate without
 issue leaving as his only heirs at law
 his mother & brother. On or about
 the day of 1866 the said
 Isabella married the said Mark C. Ju-
 nging and they took both of said children
 and supported and educated both so long
 as said James B. lived and since then
 they have boarded, clothed and educated
 said William Thomas until he arrived
 at his majority, according to the provisions
 of said will. They aver that all of
 said money belonged to said Isabella
 under said will and especially that she
 is entitled to one third as per the order

said court and afterwards she inherited one half of the share James S. had in said money if any he had, which these defendants deny, thus giving her one half of said money but said Jennings by mistake and in ignorance of the facts and the invalidity of said order made said settlement in 1865 charging himself with the whole of said sum ^{on account of the being no consideration therefor} for they say he had received no money or note or bills from any other source than from his wife as administratrix of the estate of said deceased and by virtue of his marriage ~~of birth~~ with said Isabella he became entitled to all said money subject to the trust created by said will all of which he faithfully carried out to the very letter. Hence these defendants deny that said Jennings ever received any sum whatever belonging to said William Thomas Long except to raise and educate him and this he has done by which the whole sum belongs to him as the husband of said Isabella. They deny that said Jennings is liable for any interest on any said money.

Wherefore Defendants pray the court

45
to examine into said settlement and the
facts herein stated and render such judg-
ment as the nature of the facts will warrant.

John L. Brown & Bro
Atty for Defendants.

The state to the care
of William T. Long

7
McC. Jennings et
al

Answer

Filed Aug 5 1876
C. McNamee
Clerk

STATE OF MISSOURI,
COUNTY OF JEFFERSON

To

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the 19th day of September, 1876, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein Wm. Long & Co. is Plaintiff, and Jennings and Russell are is Defendant, on the part of Plaintiff; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereto affixed, at office, this 6th day of September A. D., 1876.

C. Tho' Horine,
CLERK.

Long
Jennings and Russell

P
Frank Sears
(lives in Desoto)

Filed Sept. 14th 1876
G. W. Hornum chd
J. C. Marsden Sept
Shaffer

I enclose the within writ by
returning the sum in the \$1000
and hearing of said writ. I enclose
at Sept 14 1876 in the
County of
Rollins been
comstock of
Hornum Sept

The State of Missouri
To the use of William
Thomas Long Plaintiff
Against
Mark C. Jennings
and Willard Frisell
Defendants

In the Jefferson Circuit
Court.

Now comes Mark C. Jennings
one of said Defendants and
for an answer to the amended
petition filed herein & states
that he denies that he or guardian
of William Thomas Long or other-
wise received into his hands
notes or bills receivable belong-
ing to said Long to the amount
of \$326 ²⁰ or any other sum
^{or received by him or any other person} whatever. He denies that he failed
to account for or pay over said
Long any sum whatever belong-
ing to said Long as is in said
petition charged. He admits
that he made a settlement as Guar-
dian of said Long in the County
Court said County in April
1865 in which settlement he charged

himself with \$326²⁰ for bills receiv-
able and \$515 on account of
Cork on hand or belonging
to said Lang but he charges
the fact to the fact these sums
of money were not and were
not due him and were
charged by this expenditure
against himself in said
settlement by a mistake of the
facts in this that is to say;
James Lang departed this life
about the year 1853 ^{testator} leaving
him surviving his wife Sobilla
Lang and two children Mrs
Mollie Lang the person before
whom this action is prosecuted
and James B. Lang. The said
James Lang ^{by} his will devised
to his said wife Sobilla all
his lands for and during her
natural life and after her death
to his said children that might
then be living and to his said
wife he bequeathed his personal
estate out of which she was
directed to pay the debts of the
testator and to raise and educate

his children and she was appointed
seatrix. She qualified as such
and took charge of and admin-
istered the Estate of said testator,
settled up paying the expenses
of administration and the debts
of said Decedent. After final
settlement of said Estate made
on the 9th day of January 1861
said County Court found a
balance of \$884⁰⁰ to be due
from her to said Estate. Said
County Court at that settlement
found as a fact and so adjudged
that the whole of said sum of
\$884⁰⁰ belonged to said Sobella
by virtue of said will but on
her application without any
consideration whatever moving
to her from said children or
from any other source the
said Court ordered that she take
one third and said children
take one third each of said
balance. The said James B.
Long afterwards departed this
life intestate, leaving no issue
and leaving ^{as} his only heir at
law his mother & brother. On

about the day of 1866 the
said Isabella married this defendant
and they took ~~the~~ said children to live
with them and supported and
educated them until said James
B. died and the other until
he became of age according
to the provisions of said will.
This defendant avers that the
said Isabella was entitled to the
whole of the personal estate
of her said husband under
said will and her pretended dona-
tion of ~~it~~ to two thirds of it to
said children was void for want
of consideration and especially
was she entitled to one third
thereof under the order of said
court and afterwards she with-
held one half of the share of
said James B. in said money
if he had any, which this defend-
ant denies, thus giving one half
of said money ^{to said Isabella} but this defend-
ant by mistake and in ignorance
of the facts and the invalidity of
said order made said settlement
of 1865 charging himself with

the whole paid sum, for he says the items of bills receivable and cash mentioned in said settlement are none other than bills ~~receiving~~ receivable and cash he received from his wife and which she had at the time of their marriage had in her possession as having been derived by her from said estate and from ^{no} other source. He avers that he received no money or bills receivable ^{on account of said millions} from any source except as herein stated. And by virtue of his marriage with the ^{said} ~~said~~ ^{plaintiff} ~~defendant~~ he became entitled to all of said money and bills receivable subject to the trusts created by said will all of which he faithfully carried out to the very letter. He says he has made no final settlement of his Guardianship and the said settlement of 1865 can be inquired into by this Court.

Hence this defendant denies that he ever received any money or property whatever belonging to said William Howard Long except

to raise and educate him and
this he has faithfully done
by which the whole amount
above mentioned belong to
him as the husband of said
Isabella. He denies that he is
liable for any interest on any
of said money.

For further answer defendant
admits that he received \$547
in 1867 from the sale of land
in partition but he denies
that ^{the whole of} this sum is due said wife
but he avers that this sum
was derived from the sale
of the land devised to said
Isabella for life with remainder
to said children by said James
and that he is entitled to use
this money during the life of ^{his}
said wife but he is ailing
and here asks the court
to find the present value of
the ~~said sum~~ interest of said
William Thomas Long therein
and to give ^{the} Court data from
which to ascertain that he
states that his said wife is now

forty six year of age. When this
is ascertained he offers to pay ^{the amount}.
Wherefore defendant prays
the Court to examine into
said settlement of 1865 and
the facts herein stated and
render such judgment
as the nature of the case
will warrant.

John L. Howard Esq.
Atty for Defendant
Jennings.

The State to care
of W. J. Long

Jennings' Fund

Students of Jennings

Filed January 8th, 1877

L. O. Ho. Ho. Ho.

Clerk

The State to the use of
William Thomas Long, Plaintiff

vs.

Mark C. Jennings and
Willard Frisell, Defendants

In the Circuit Court of
Jefferson County, Missouri
January Term 1876

Now comes said Defendant ^{Willard Frisell} and for
answer to the amended petition of the
Plaintiff heretofore filed in this behalf
states that ^{Defendants} they deny that Mark C.
Jennings as the Guardian of William
Thomas Long or otherwise received
into his hands bonds, notes or
bills receivable belonging to said
Long, drawing ten per cent from
Sept 1st 1863 to the amount of \$326²⁰/₁₀₀
or any sum whatever, or that he
received in cash \$515, or any sum
^{Defendants deny that said Jennings received any money from}
whatever, ^{the State of said Missouri on the petition of any land whatever} they deny that said
Jennings failed to account for or
pay over to said Long ^{any} sum of money
belonging to him as is in said peti-
tion charged. They ^{Defendants} admit that said
Jennings made a settlement as
Guardian of said Long, in the
County Court of said County in

April 18~~65~~⁵⁵, in which settlement, he charged himself with \$326.20 for Bills receivable and \$515.00 on account of cash on hand, as belonging to said Ward, ^{said Long} but they charge that these sums of money were not, and are not due said Long, and were charged by said Jennings as belonging to said Long, by mistake, of the facts in this; James Long departed this life about the year 1857 testate, leaving him surviving, his wife Isabella, and two children, William Thomas Long, the party for whose use this suit is brought, and James B. Long. The said James Long, by his will devised to his wife Isabella, all his lands for and during her natural life, and after death to his said children that might then be living, and to his said wife, he bequeathed his personal estate, out of which, she was directed to pay the debts of the Testator and to raise and educate his children. She was appointed

executrix of said will, and she qualified as such, and took charge of said estate, and settled it up, paying the expenses of administration and the debts of said deceased -

At her final settlement of said estate made on the 9th day of January 1861, in said County Court, the balance of \$884.60 was found to be due by her to said estate ^{by said} Said County Court at that settlement found as a fact, and so adjudged, that the whole of said sum \$884.60 belonged to said Isabella, by virtue of the terms of said will; but on her application, without any consideration whatsoever, moving to her from the said children or otherwise, the said Court ordered, that she take one third of said balance and the two children take one third each. The said James B. Long, afterwards departed this life intestate, without issue, leaving as his only heirs at Law, his mother and brother.

On or about the day of 186 the said Isabella married the said Mark C. Jennings, and they took both the said children

and they supported and educated both the said children so long as the said James B. Long lived, and since then, they have boarded, clothed and educated said William Thomas, ^{Long} until he arrived at his majority, according to the provisions of said will.

These Defendants aver that all of said money belonged to said Isabella under said will, and especially was she entitled to one third thereof, as per ^{the} order of said Court, and afterwards, ~~and for~~ and she inherited one half the share of James B. Long had in said money, if any he had. which this Defendants deny, thus giving her one half said money, but the Defendant, said Jennings by mistake and in ignorance of the facts, and the invalidity of the said order, made said settlement.

of 1865. charging himself with the whole of said sum on account of there being no consideration therefor, for this ^{defendant} says he had secured no money

or notes or bills from any other source than from his wife as administratrix of the Estate of said deceased, and by virtue of his marriage with said Isabella he became entitled to all said money, subject to the trusts created by said will, all of which he faithfully carried out to the very letter. Hence this Defendant denies that said Jennings ever received any sum whatever belonging to said William Thomas Long except ^{the sum he used} to raise and educate him, and this he has done, by which the whole sum belonging to him as the husband of said Isabella has been expended.

This Defendant denies that said Jennings or these Defendants are liable for any interest on any of said money.

This Defendant denies each and every allegation and averment made in Plaintiff's petition. Therefore Defendants pray the Court to examine into said settlement of the County Court and the facts herein stated and render such judgment as the nature of the facts will warrant.

The State to the use
of William T. Long

vs.

M. C. Pennington
et al

Answer

Filed January 8th
1877.

C. Ho. Horner
Clerk

STATE OF MISSOURI,
COUNTY OF JEFFERSON.

To

Amos Gibson

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *11th* day of *January*, 1877, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein *the State to the use of Amos Gibson* is Plaintiff, and *Jennings and Russell and* is Defendant, on the part of Plaintiff; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereof affirmed, at office, this *22nd* day of *December* A. D., 1876.

C. Thos. Horine, CLERK.

State house of Long.

vs

Jennings & Driscoll

P.

Jam. Gibson

Shffs fee 50

Filed January 8th 1877

C. H. Forrie
Clerk

I certify that

this writ is by reading the same

to Samuel Gibson on the first

day of January A.D. 1877

County of Kingdon

Washington County Mo

STATE OF MISSOURI, }
COUNTY OF JEFFERSON.

To

John E. Buchanan and Sabella Jennings

You are hereby commanded, that setting aside all manner of excuse and delay, you appear before our Circuit Court, for the County aforesaid, on the *11th* day of *January*, 187*4*, at Hillsboro, then and there to testify and the truth to say in a certain matter of controversy now pending in our said Court, wherein *The Estate of M. A. Russell* *vs* *the use of said land* is Plaintiff, and *Jennings & Russell* are Defendant, on the part of Plaintiff; and herein you are in no wise to fail.

Witness, C. THO' HORINE, Clerk of our said Court, with the seal thereof hereunto affixed, at office, this *22nd* day of *December* A. D. 187*6*.

C. Thos. Horine,
Clerk.

I have cited the within Subpoenas at
the County of Jefferson on the first
day of January 1877 - on the within
named witnesses by reading the same
in their presence and hearing.

John Williams Sheriff
By J. G. Johnston Deputy

State House of Long

vs

Jennings Trissell

P

Wm G. Graham Dec 30

Isabella Jennings

Served Jan the 1 (77)
Sheriff fee \$1.00

Filed January 8th 1877
J. H. Lewis Clerk

William J. Long

vs

M. C. Jennings

M. Fairbairn

Replication

Filed January 1st 1877

C. H. Conner

By J. A. Green Depy.

The State to the use of
William S. Long, Plaintiff

Mark C. Jennings, &
Willard Merrill Defendants

In the Jefferson Circuit
Court, Jan. Term 1877.

Now come said Defendants
and move the Court to grant
~~them~~ ^{to set aside} the finding
and judgment in this case
and grant them a new
trial for the following reasons:
1. Because the finding is
against the evidence and
the weight of evidence.
2. Because the finding is
against the instructions
of the Court.
3. Because admitted illegal
and incompetent evidence
over the objections of Defendants.
4. Because given illegal
and improper instructions
made for by Plaintiff and
refused to give proper and

legal instructions prayed for
defendants.

5. The court erred in charging
jurors with tamper with
evidence on the money the court
found he had in his hands.

J. H. Vail
With John L. Adams Bro
Atty for Defendants.

The Note to the
use of Mr. T. Lang

Remuneration
Furnish drift

Motion for
New Trial

Filed Jan'y 17 1887

@ Tho. G. W. H. H.

Clend

William J. Long Plff
vs
Jennings & Fairfull Dfts

1
Given
The Court declares the law to be that if the defendant Jennings as guardian made a settlement of the estate of said plaintiff in the year 1865 and charged himself in said settlement with the sum of \$841 as debts belonging to said ward then said settlement is presumed to be correct and the burden of proof is on defendants to show that he did not receive that sum as said guardian, and unless said fact is established by the clearest proof then said settlement must stand as correct.

2
Refused
The Court declares the law to be that James Long died intestate as to the money belonging to him at the time of said death, that by his will he set apart all other of his personal property for the payments of his debts funeral expenses and that after said debts and funeral expenses were paid if any of said personal property remained the same

was directed to be taken and used for the raising and schooling of his children.

Therefore

If the Court should find from the evidence that the amount of \$884⁰⁰ of the money of deceased remained on the final settlement of Isabella Long ^{executrix} in January 1861. then said sum belongs under the law to the widow and the two children of deceased in equal portions, and if the Court further finds that one of said children James B. died after said final settlement was made then his share descended to his mother the said Isabella and the plaintiff in this suit in equal portions.

The Court declares the law to be that the Probate Court of Jefferson County had the sole control and jurisdiction of the allowances necessary to be made and the appropriations ^{thereof} out of the said ~~man's~~ estate for his education and support, and that unless it is shown by the evidence in the case that said Jennings applied for ^{and obtained said} allowances for such education and support to the Probate Court he

is not entitled to have them made here.

The Court further declares the law to be that if the Court should find that said Jennings had a right to claim in this Court allowance for the education and support of said minor, then he should have set up in his answer a claim for a specific sum for said services and having failed to do so no evidence was admissible to prove said services and all evidence offered in support of said claim is excluded -

If the Court should find from the evidence will read in evidence that the entire personal estate of deceased was devised to the widow Isabella Long for the support of herself and the raising and education of her two children, and that at her final settlement in January 1861. there remained of said estate \$884.60 which by the will belonged to her, and that she by her voluntary act gave to each of said children one third of said sum and entered the same of record in the Probate Court and

Refused

6

and that afterwards one of said Children
James B. died leaving his mother and
the plaintiff his sole heirs at law - thus
this plaintiff is entitled to one half
of said sum and the interest thereon
at the highest legal rate from the date
of said settlement.

If the Court shall find from the evidence
that the said Children of said Isabella
Long William J. & James B. were
infants and living with her at the
time of making said final settlement
and that she gave to them each one
third of the \$884 ⁶⁰/₁₀₀ and had said
gift made a matter of record, the
love and affection which she bore to her
Children was a sufficient consideration
for the gift and a delivery of said
money to said Children was not necessary
to make the gift a valid one

7 Given

Filed June 17 1897
@ The Marine
Club

Given

If the Court should find from
the evidence that Isabella Long
gave her son James ^{without any consideration} one
third of the balance of James
Long's estate in her hands
at her final settlement but
that she never delivered the
money to him and he died
before he came into the actual
possession of the money, then
at his death the inheritance
became void and the money
reverted to her & William J.
Long did not inherit one
~~or half~~ of his deceased brother's
last share in said money.

Wm. J. Long Plaintiff
 vs
 Jennings & Frissell
 Defendants

The court declares the law
 to be that the will of James Long
 read in evidence by Plaintiff
 gives to Isabella Long, now Isabella
 Jennings the whole of his personal
 estate out of which she was directed
 to raise and educate the two
 children William Thomas and
 James B. Long and if the court
 should find from the evidence
 that the said Isabella gave to the
 said children one third of said
 estate each without any consid-
 eration moving to her but never
 delivered to them the said property
 then said gift was void & the said
 should be for Defendants.

Given

Refused

2. The court further declares the law to be that if the court should be of the opinion that the gift by said Isabella of two thirds of the personal estate of said James Lang, to said children was valid, yet they will take it subject to the trusts created by said will, that is to say, the said Isabella would have the right to retain said property until said children were raised and educated free of interest. And if the court should find from the evidence that said Isabella while she remained single and she and Mark C. Jennings after their marriage raised and educated William Thomas Lang according to the provision of said will, ^{and no final settlement has been made} then said Jennings should not be charged with interest on any money he had in his hands belonging to said William Thomas.

3. If the Court should find from the evidence that Mark C. Jennings in his settlement made in April 1865 charged himself with \$841 money he received from his wife and that this money was the balance in her hands as ~~decent~~ of the ~~said~~ James Long and that she was entitled to one third thereof and before said settlement was made & James B. Long died leaving his brother William and this mother said Isabella as his only heir by which said Isabella inherited one half of the interest of said James B. in said money, which interest was one third and that said Jennings made said settlement in ignorance of the facts, then the Court has the right to correct said settlement and make it conform to the facts and

James B. Long

W^m J. Long, Plaintiff

vs.

Jennings & Fissell, Deft.

The Court

declares the law to be that Plaintiff can only recover the money with interest or the value of property that belonged to him as a Ward, and came into the possession of Defendant Jennings as his Guardian, and in no event can the amount Plaintiff can recover in this case, exceed the sum of \$1000.

If the Court finds that Plaintiff is entitled to recover any sum in this case and that Plaintiff should be allowed interest thereon, then the Court should allow Jennings what ^{it} is reasonably worth to board, clothe and educate his Ward during the time he remained with his Guardian, and also allow Jennings a reasonable sum for ~~and~~ his services as Guardian

Filed June 17-1877
The Marine
Clerk

The court doth find that the Deft
hath com a breach of said bond
as plainiff hath alleged in
his pet, and the Ct. doth assess
plffs dam, at 900 wherefore
it is ord & adgd by the Ct
that the penalty in defts so
bond be and the crime is forfeited,
wherefore it is ord & adgd by the
Ct, that Plff hav & recov,
the penalty of sd bond to wit 1000
togeth with his costs, and it
is further ordered & adjudged
by the Ct, that Plff hav
Exp for the sum of 900 his
dam. so assess as aforesaid

The State to use of Long } Judgt. Jan'y 17 ~ 1877.
 Jennings & Driscoll } Amount. \$ 900.⁰⁰
 Dnt. to Feb'y 15 1877. 4.35

C. M. Shreve Clerk.

May Files. ⁶⁵ / copy pet. ^{1.00} / cts ⁵⁰ / sum & 2 copies ^{1.20} / \$ 3.35
 Leave trans ²⁰ / cont. ¹⁵ / .45
 Sept. Doc ¹⁵ / motion ²⁰ / leave trans ²⁰ / cont. ¹⁵ / 10 sps ¹⁵ / 1.05
 Jan'y 7 77 Doc ¹⁵ / order ⁸⁵ / order ⁸⁵ / 2 sps ⁵⁰ / 1.35
 Rep ²⁰ / sub. ³⁵ / Judgt. ⁵⁰ / doc. ²⁰ / 1.25
 motion ²⁰ / rule ²⁰ / Bill Exp ³⁵ / .75
 J.B. ¹⁰ / costs ³⁵ / 45 / 8.65

J.B. Maff Shff. & sum ^{2.00} / 2.00
 R. Washburn 1 sp. a .50
 Jas. Boyer 1 sp. a .50
 John Williams Shff & sp. a. 1.00

Samuel Gibson 2 day 0 & 16 miles a.c. / 5.06
 Wm. Graham 2 " 8 " 3.28
8.34
 20.99

Judgt. 900.00
 Dnt. to Feb'y 15 1877 4.35
 Costs 20.99
 \$ 925.34

Long

~

Jennings & Fessell

—, —

Free Bill

—, —